

EXHIBIT N-1

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8 Attorneys for Plaintiff
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 12-1014-ABC

13 Plaintiff,

GOVERNMENT'S POSITION SUPPORTING
 REVOCATION OF BOND; EXHIBITS

14 v.

15 JOHN WINSTON BOONE,
 16 aka "John Smith,"
 aka "Justin Winabali,"
 17 aka "John Greene,"
 aka "John King,"
 18 dba "HS Consortium, Inc.,"
 dba "American Blog, Inc.,"
 19 dba "Great Ideas, LLC,"

HEARING DATE: 7-8-13
 HEARING TIME: 1:30 p.m.
 Location: Courtroom of the
 Hon. Audrey B.
 Collins

20 Defendant.

21 Plaintiff United States of America, by and through its counsel
 22 of record, the United States Attorney for the Central District of
 23 California and Assistant United States Attorney Lisa E. Feldman,
 24 hereby files its brief in support of revocation of bond.

25 This brief is based upon the attached memorandum of points and
 26 authorities, the attached exhibits¹, the files and records in this
 27

28 ¹ As noted below, with the exception of Exhibits 5 and 9, all of
 the attached exhibits are true and correct copies of documents that

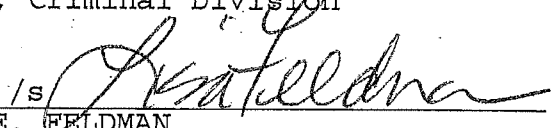
1 case, and such further evidence and argument as the Court may
2 permit.

3 Dated: July 2, 2013

Respectfully submitted,

4 ANDRÉ BIROTTE JR.
5 United States Attorney

6 ROBERT E. DUGDALE
7 Assistant United States Attorney
Chief, Criminal Division

8 
9 LISA E. FELDMAN
10 Assistant United States Attorney

11 Attorneys for Plaintiff
12 UNITED STATES OF AMERICA
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25 have been previously bates-stamped and produced to defendant during
26 discovery in this federal case (Exhibits 2-4 and 6-8) or are
27 pleadings filed by the Court (Exhibit 1). Exhibits 5 and 9 are true
28 and correct copies of documents that were recently provided to the
government by the Santa Clara District Attorney's Office and have
not been previously produced in this case.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On October 16, 2012, an indictment was filed charging defendant with nine counts of wire fraud, in violation of 18 U.S.C. § 1343. The Indictment alleges that defendant engaged in an Internet fraud scheme in which he fraudulently sold website domain names and associated content to the victim-purchasers after providing the victim-purchasers with falsified financial records, including fabricated PayPal records, purportedly reflecting past advertising revenue generated by the websites for sale. The victims of the scheme either wire transferred the funds to accounts controlled by defendant, or paid defendant via cashier's check. Although the Indictment relates to two of the victims who reside in the Central District of California, the evidence shows that defendant's Internet fraud scheme involved a total of approximately 18 victims throughout the United States, and those victims sustained a combined total actual loss of approximately \$1.3 million.

On November 30, 2012, defendant, who lives in the Northern District of California, made his initial appearance in federal court in San Francisco, during which he was released on a \$100,000 appearance bond with various terms, including conditions that he be subject to electronic monitoring at the direction of Pretrial Services and that he shall not access the Internet. (A copy of this order is attached hereto as Exhibit 1).

On June 19, 2013, the Pretrial Services Office in Los Angeles filed a petition with the Court alleging violations of defendant's conditions of release and requesting an Order to Show Cause Hearing to determine if defendant should remain on bond. In her letter to

1 the Court, the Pretrial Services Officer advised that a state search
2 warrant was executed at defendant's residence on June 12, 2013,
3 which revealed that defendant had been using the Internet, and
4 further that defendant has repeatedly violated the rules of his
5 electronic monitoring. In light of these violations and the other
6 information set forth in the letter, the PSO has advised the
7 government that it is recommending that defendant's bond be revoked.

8 The government strongly concurs with the PSO's recommendation
9 to revoke defendant's bond for an additional significant reason:
10 before defendant was arrested and placed on federal supervision in
11 this case, but after the FBI executed its search warrant at
12 defendant's residence on July 20, 2010, in this case -- and thus,
13 while knowing he was under federal criminal investigation for wire
14 fraud -- defendant is alleged to have embezzled over \$78,000 from
15 his then employer, Ricoh and soon thereafter, after being fired from
16 Ricoh, he allegedly committed another fraud against a subsequent
17 employer, Casto Travel. Equally disturbing, the evidence shows that
18 while knowing he was also under investigation by state authorities
19 for the Ricoh embezzlement, defendant (through his attorney)
20 provided a district attorney's office investigator with a fabricated
21 email purportedly from his then Ricoh supervisor approving the
22 payments he allegedly embezzled. The Santa Clara D.A.'s Office has
23 charged defendant with felony grand theft for the Ricoh embezzlement
24 and also with preparing false documentary evidence for submitting
25 the fabricated email, and has informed the government that the
26 recent search warrant executed at defendant's residence was done in
27 connection with the Casto Travel fraud allegations.
28

1 Defendant's prior criminal history of fraud and perjury, his
2 alleged fraudulent conduct even after the FBI search warrant was
3 executed at his residence, and his repeated violations while on
4 federal pretrial release demonstrate defendant's arrogance, lack of
5 remorse, and shocking disregard for the criminal justice system.
6 For all these reasons, the government believes that defendant will
7 continue to violate the terms and conditions of pretrial release and
8 therefore respectfully requests that defendant's bond be revoked.

9 **II. ALTHOUGH PRIOR TO FEDERAL SUPERVISION, THE EVIDENCE SHOWS THAT**
10 **DEFENDANT COMMITTED MULTIPLE FRAUDS AFTER THE FEDERAL SEARCH**
11 **WARRANT WAS EXECUTED AT HIS RESIDENCE IN JULY 2010**

12 **A. The FBI Search Warrant on July 20, 2010**

13 On July 20, 2010, FBI agents executed a search warrant at
14 defendant's residence in Novato, California. (A copy of the search
15 warrant and inventory is attached hereto as Exhibit 2, BS 170-180¹).
16 The warrant cover page specifically authorizes a search by the
17 "Federal Bureau of Investigation" for "criminal violation(s) of
18 Title 18, United States Code, Section(s) 1343," and the first
19 paragraph of Attachment B specifically states that the statute
20 refers to wire fraud. (Ex. 2, BS 173). The attached "Description of
21 Items To Be Seized" also makes clear that the investigation related
22 to the fraudulent purchase and/or sale of Internet websites and that
23 defendant was the focus of the investigation.²

24 ¹ "BS" refers to the bates-stamp number on the document,
25 indicating it was previously produced in discovery in this case.
The attached exhibits have been further redacted for this filing to
protect witness names and confidential identification information.

26 ² For example, the second paragraph of Attachment B
27 specifically authorizes the seizure of "Items believed to be inside
28 the premises and curtilage, including the person of John Winston
Boone," which left no doubt that the investigation focused on
defendant. (Exhibit 2, BS 173). The Description of Items to be

1 Defendant was present and opened the door for the agents when
2 they arrived, and a copy of the search warrant and inventory listing
3 defendant's name was left on a table in the residence. (A copy of
4 the FBI report of the execution of the search warrant is attached
5 hereto Exhibit 3, BS 503-504).³

6
7 **B. Defendant's Alleged Embezzlement of \$78,295 from Employer
Ricoh from January 2011 Through July 2011**

8 According to investigative reports prepared by state agents in
9 the Rapid Enforcement Allied Computer Team ("REACT", a regional high
10 tech task force) (copies of which are attached hereto as Exhibits 4
11 and 6, BS 1062-1077), defendant subsequently committed the following
12 fraud against his then employer, Ricoh Innovations ("Rico"): In
13 2011, while employed as Ricoh's Manager of Information Technology,
14 defendant intercepted legitimate invoices from a company called
15 GoGrid, an outside firm that handled Ricoh's IT services, and
16 replaced them with forged invoices showing a much higher charge,
17 deposited monies paid by Ricoh for the forged invoices into
18 defendant's Bank of America account, paid the legitimate invoices
19 with his own credit card and retained the difference. (Ex. 4, BS
20 1062-1069).

21
22
23 Seized goes on to specify "the purchase and/or sale of any Internet
24 website between April 2005 to the present" (Item No. 5) and lists
25 defendant's aliases (Item No. 2), defendant's email addresses (Item
26 No. 3), Internet domain names defendant had offered for sale (Item
No. 4), websites defendant had used to advertise the sale of such
domain names (Item No. 6), and defendant's companies (Item No. 7).
(Id.)

27 ³ The warrant was filed under seal and thus, a copy of the
28 supporting affidavit was not provided to defendant at that time. (It
has since been produced to defendant in discovery.)

1 In reviewing documents obtained by Bank of America, Ricoh, and
2 GoGrid, the investigating task force agent determined that:

- 3
- 4 • Defendant had opened a Bank of America business checking
5 account as "Social Media, Inc.Org" doing business as
6 "GoGrid.Org"; two credit cards were associated with the
7 account, including a credit card ending in 2349.
 - 8 • Between January 12, 2011 and July 12, 2011, GoGrid sent
9 to Ricoh legitimate invoices totaling \$16,487.77, showing
10 its true address. Given his role at Ricoh, these
11 invoices came to defendant's desk. Defendant paid these
12 invoices with his Visa card ending in 2349.
 - 13 • Between January 12, 2011 and July 28, 2011, defendant
14 submitted forged invoices to Ricoh showing the GoGrid
15 name, but instead listing an address on Chestnut Street
16 in San Francisco that defendant controlled ("defendant's
17 Chestnut Street address"). Based on these invoices,
18 Ricoh (unwittingly) issued checks for these invoices
19 payable to GoGrid and reflecting defendant's Chestnut
20 Street address, totaling \$94,783.37, which were sent to
21 defendant's Chestnut Street address and deposited into
22 defendant's GoGrid.Org account at Bank of America.
 - 23 • The difference between the two (i.e. what GoGrid actually
24 billed Ricoh and what Ricoh paid GoGrid through
25 defendant) is \$78,295.60 (the amount of defendant's
26 embezzlement).

19 (Ex. 4, BS 1066-1069, 1074).

20 C. On June 26, 2012, Defendant (Through his Attorney)
21 Provided Santa Clara D.A. Investigator with Fabricated
22 Email During Criminal Investigation of Ricoh Embezzlement

23 Defendant was terminated by Ricoh in August 2011 and evidence
24 shows that REACT task force agents began investigating the Ricoh
25 embezzlement in approximately November 2011. Defendant acknowledged
26 he took the money, but he claimed that he was operating a consulting
27 firm and that the difference in the amounts (\$78,285) was his
28 "consulting fee." (Ex. 4, BS 1063).

1 On November 4 and November 8, 2011, Task Force Agent ("TFA")
2 Nick Muyo left messages for defendant's attorney regarding the Ricoh
3 case. (Ex. 4, BS 1066). On November 22, 2011, TFA Muyo received a
4 return call from defendant's new attorney, and during the call, the
5 agent summarized the Ricoh criminal investigation and stated he
6 believed there was good documentary evidence of the crime. (Id.)

7 On January 31, 2012, defendant's attorney called TFA Muyo and
8 advised he had located a possible defense witness in the case. (Ex.
9 4, BS 1067). On March 16, 2012, the defense attorney called TFA
10 Muyo and provided the name and phone number of the witness, who the
11 agent thereafter interviewed (but who did not support defendant's
12 claim). (Ex. 4, BS 1068-69).

13 On June 26, 2012, defendant's attorney wrote a letter to Hung
14 Ledang, an Investigator at the Santa Clara District Attorney's
15 Office, stating that the payments were consulting fees to defendant
16 and that this subcontracting arrangement "was authorized by
17 individuals who were in the management of Ricoh at the time the
18 arrangements were made." (A copy of counsel's letter with
19 enclosures is attached hereto as Exhibit 5).⁴ Among other documents,
20 the letter enclosed a copy of an email, dated December 6, 2010, from
21 defendant's then-supervisor at Ricoh, purportedly approving the
22 consulting fee arrangement. The email, containing the Subject line
23 "GOGRID SUPPORT," stated:

24 //

25 //

26
27 ⁴ This document was recently obtained from the Santa Clara
28 District Attorney's Office and has not been previously produced in
this case.

1 John,

2 As agreed in the last DC selection meeting, we do not have
3 the resources in house to manage the entire cloud
4 infrastructure. As such, the Gogrid consulting option is
approved. We still need an option to manage the online
infrastructure 24/7.

5 Let's review your hiring plan during staff meeting next
6 week.

7 I will be traveling back to Asia for three weeks so let's
8 move quickly.

9 [first name redacted]

10 [first name redacted] Whitsett
11 Ricoh-EPT Director of Operations
12 2077 Gateway Place, Suite 200
San Jose, CA 95110
[phone number redacted]

13 (Ex. 5, DA BS 448; bold emphasis added)⁵.

14 However, as set forth in a supplemental investigative report,
15 task force agents later determined from interviews with Whitsett and
16 Ricoh IT staff that the email was fabricated and apparently cobbled
17 together from earlier emails Whitsett had sent defendant; indeed,
18 Whitsett was already in Asia on December 6, 2010. (A copy of the
19 supplemental report is attached hereto as Exhibit 6, BS 1075-1077).⁶

20
21 ⁵ This is the bates-stamp used by the DDA; this document was
recently obtained by the government and not previously produced.

22 ⁶ Whitsett stated that he did not give defendant permission to
23 be a consultant. Whitsett reviewed the email and said that although
24 the header was correct, at the time the email was allegedly sent to
Boone on December 6, 2010, Whitsett was already in Asia; he had left
on November 28, 2010 and did not return until December 9, 2010. (Ex.
25 6, BS 1076). In addition, Ricoh IT stated that all of Whitsett's
26 "sent emails" for seven months prior to January 2011 were deleted,
27 and that it did not find the email in either Whitsett's sent folder
28 or defendant's inbox, and the email was not in the server archives
for either Whitsett or defendant and it was not in the archives in
Whitsett's laptop, even though there were other emails from that date
located. (Ex. 6, 1076-1077).

1 D. Defendant's Alleged Fraud Against Subsequent Employer
2 Casto Travel in December 2011

3 The evidence shows that after being terminated from Ricoh,
4 defendant continued to commit fraud, this time against his new
5 employer, Casto Travel. In a lengthy civil complaint filed by Casto
6 Travel on January 9, 2013 (a copy of which is attached hereto as
7 Exhibit 7), Casto alleges the following, among many other things:
8 On October 3, 2011, Casto hired defendant as its Vice President of
9 Information. In this role, he was assigned to revamp the Singles
10 Travel Company website by hiring the best and most cost effective
11 web design service to do the job. Defendant represented that he had
12 retained a company called "Social Media Design Group" for the job
13 and on or about December 1, 2011, defendant submitted an \$11,500
14 invoice to Casto to pay Social Media Design Group for the work.

15 Defendant said he would deliver the check to a representative of
16 Social Media Design Group. (Ex. 7, BS 2152-2153).

17 Casto issued a check payable to Social Media Inc.Org, the payee
18 designated by defendant for the purported services -- and the exact
19 account name of defendant's Bank of America business checking
20 account used in the Ricoh fraud, as referenced above. (Ex. 7, BS
21 2153-2154). Unbeknownst to Casto, defendant had created the forged
22 invoice, he was the owner of Social Media Design Group, and he
23 deposited the forged check into his Bank of America account. (Id.)
24 Equally significant, defendant allegedly submitted the forged
25 invoice in December 2011, i.e. the month after his defense attorney
26 spoke with TFA Muyo on November 22, 2011 about the Ricoh criminal
27 investigation and thus, defendant must have known by then that he
28 was being criminally investigated for the Ricoh embezzlement. (Ex.

1 7, BS 2158; Ex. 4, BS 1066). While the Casto allegations are civil,
2 it is also significant that the alleged conduct is similar to the
3 conduct alleged in the Ricoh felony charges (i.e. forged invoices),
4 as well as the federal case (forged PayPal records), and the same
5 bank account was used to deposit the illegal proceeds. Moreover,
6 the Santa Clara District Attorney's Office has advised the
7 government that the search warrant executed at defendant's residence
8 on June 12, 2013 was in connection with a criminal investigation
9 relating to the Casto allegations.

10 **E. State Charges Filed in Connection with Ricoh Fraud**

11 On April 25, 2012, the Santa Clara District Attorney's Office
12 filed a three-count felony criminal complaint charging defendant
13 with grand theft, forgery and using personal identifying information
14 without authorization. (A copy of the felony complaint, obtained
15 from the Santa Clara District Attorney's Office, is attached hereto
16 as Exhibit 8, BS 1078-1079.)⁷

17 On or about March 20, 2013, the Santa Clara District Attorney's
18 Office filed a felony information adding new charges, including
19 Count 15 charging the crime of "preparing false documentary
20 evidence" between June 20, 2012 and October 12, 2012, relating to
21 the creation of the fraudulent Ricoh email submitted to the D.A.
22 Investigator during the course of its criminal investigation. (A
23 copy of the 15-count information is attached hereto as Exhibit 9.)
24

25 ⁷ The Santa Clara District Attorney's Office has advised the
26 government that defendant was not arrested on the criminal complaint
27 until on or about July 17, 2012, so defendant may not have been
28 aware that the complaint had been filed when he sent the fabricated
email. Nevertheless, there is no doubt he was aware of the Santa
Clara criminal investigation being conducted and indeed, he provided
the email to his attorney in connection with that investigation.

1 III. CONCLUSION

2 The government believes that based on the attached exhibits,
3 the evidence shows that after the federal search warrant was
4 executed at defendant's residence in July 2010, he has committed a
5 pattern of fraud against two employers and the Santa Clara District
6 Attorney's Office. The evidence also shows that some of this fraud
7 was committed while defendant was also aware that he was the subject
8 of a criminal investigation relating to the Ricoh case. Defendant's
9 repeated violations of pretrial release in his federal case as
10 outlined by the violation letter from Pretrial Services, in light of
11 his pattern of fraudulent conduct as described above and his prior
12 criminal history, shows a shocking disregard for the criminal
13 justice system and therefore, the government respectfully requests
14 that defendant's bond be revoked.

15 Dated: July 2, 2013

Respectfully submitted,

16 ANDRÉ BIROTTE JR.
17 United States Attorney18 ROBERT E. DUGDALE
19 Assistant United States Attorney
Chief, Criminal Division20 /s/ [Signature]
LISA E. FELDMAN
21 Assistant United States Attorney22 Attorneys for Plaintiff
23 UNITED STATES OF AMERICA
24
25
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27
28

EXHIBIT 1

Case 2:12-cr-01014-ODW Document 23-1 Filed 07/02/13 Page 2 of 46 Page ID #:119

Case 2:12-cr-01014-ABC Document 6 Filed 12/03/12 Page 6 of 7 Page ID #:21

CR12-1014UA

DATE

CASE NUMBER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIAORDER SETTING CONDITIONS OF
RELEASE AND APPEARANCE BOND

11/30/12

3-12-71265

NAME OF DEFENDANT

ADDRESS OF DEFENDANT

TELEPHONE NUMBER

JOHN WINSTON BOONE

FILED

NAME OF SURETY

RELATIONSHIP TO DEFENDANT

ADDRESS OF SURETY

TELEPHONE NUMBER

NOV 30 2012

NAME OF CUSTODIAN

RELATIONSHIP TO DEFENDANT

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TELEPHONE NUMBER

AMOUNT OF BOND

☒ UNSECURED☐ SECURED BY☐ DEPOSIT RECEIVED
RECEIVED FROM:

OTHER SECURITY POSTED

TIME/DATE OF NEXT APPEARANCE

COURTROOM/JUDGE

\$100,000

\$

TO BE POSTED BY:

12/7/12

1:00 pm

CONDITIONS OF RELEASE AND APPEARANCE

Defendant is subject to each condition checked.

- ☒ Defendant shall appear at all proceedings as ordered by the Court and shall surrender for service of any sentence imposed.
- ☒ Defendant shall not commit any federal, state, or local crime.
- ☒ Defendant shall not harass, threaten, intimidate, injure, tamper with, or retaliate against any witness, victim, informant, juror, or officer of the Court, or obstruct any criminal investigation. See 18 U.S.C. 1503, 1510, 1512, and 1513, on reverse side.
- ☐ Defendant shall not travel outside the Northern District of California, that is, these counties: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma. See map on reverse side.

- ☒ Defendant shall report in person immediately upon release and thereafter as directed to Pretrial Services in SAN FRANCISCO.
See addresses and telephone numbers on reverse side.

- ☐ Defendant shall surrender all passports and visas to Pretrial Services by _____ and shall not apply for any passports or other travel documents.
- ☐ Defendant shall not possess any firearm, destructive device, or other dangerous weapon.
- ☐ Defendant shall remain in the custody of custodian _____ at _____ who agrees to supervise him/her and to report any violation of a release condition to Pretrial Services. A custodian who fails to do so may be prosecuted for contempt.
- ☐ Defendant shall participate in (drug) (alcohol) (mental health) counseling, and submit to (drug) (alcohol) testing, as directed by Pretrial Services.
- ☐ Defendant shall not use alcohol to excess and shall not use or possess any narcotic or other controlled substance without a legal prescription.
- ☐ The Defendant shall maintain current verifiable employment, or if unemployed, the defendant shall seek employment or commence an educational program as directed by Pretrial Services.
- ☐ Defendant shall submit to a warrantless search of his/her person, place of residence and vehicle at the direction of Pretrial Services.
- ☐ Defendant shall have no contact with any co-defendant out of the presence of counsel.
- ☐ Defendant shall not change residence without prior approval of Pretrial Services.
- ☐ Defendant shall comply with the following curfew: _____ to _____ at the direction of PTJ
- ☒ Defendant shall be subject to electronic or voice track monitoring. Defendant may leave home for the purpose of _____
- ☐ Defendant must ☐ reside in Halfway House ☐ participate in Residential Treatment
- ☒ The following conditions also apply:

- DEFENDANT SHALL NOT ACCESS THE INTERNET

- DEFENDANT SHALL APPEAR ON 12/7/12 AT 1:00 PM IN THE DUTY MAGISTRATE COURT AT THE ROYAL FEDERAL BLDG., 255 EAST TEMPLE, 3RD FL., LOS ANGELES, CA

Defendant shall contribute to the cost of services provided by Pretrial Services as directed by Pretrial Services.

CONSEQUENCES OF DEFENDANT'S FAILURE TO OBEY CONDITIONS OF RELEASE

Payment of the full amount of this bond shall be due forthwith, and all cash or property posted to secure it shall be forfeited. Judgment may be entered and executed against defendant and all sureties jointly and severally.

An arrest warrant for defendant shall issue immediately, and defendant may be detained without bail for the rest of the proceedings.

Defendant shall be subject to consecutive sentences and fines for failure to appear and/or for committing an offense while on release. See 18 U.S.C. 3146 and 3147, on reverse side.

We, the undersigned, have read and understand the terms of this bond and acknowledge that we are bound by it until duly exonerated.

SIGNATURE OF DEFENDANT

SIGNATURE(S) OF SURETY(ies)

SIGNATURE OF CUSTODIAN

SIGNATURE OF MAGISTRATE JUDGE

DATE

THIS ORDER AUTHORIZES THE MARSHAL TO RELEASE DEFENDANT FROM CUSTODY.

11/30/12

1-CLERK OF COURT-WHITE COPY

EXHIBIT 1

EXHIBIT 2

AO 93 (Rev. 5/85) Search Warrant

United States District Court

NORTHERN

DISTRICT OF

CALIFORNIA

In the Matter of the Search of
 (Name, address or brief description of the person or property to be searched)

103 Maybeck Street, Novato, California

SEARCH WARRANT

CASE NUMBER:

UNDERSEAL

3 10 70638

MEJ

TO: Federal Bureau of Investigation and any Authorized Officer of the United States

Affidavit(s) having been made before me by Special Agent Jonathan S. Holmes who has reason to
 Affiant

believe that ☐ on the person or ☒ on the premises known as (name, description and/or location)

103 Maybeck Street, Novato, California, as further described in Attachment A

In the Northern District of California there is now
 concealed a certain person or property, namely (describe the person or property)

See Attachment B

which constitutes evidence, fruits, and instrumentalities

(state one or more bases for search and seizure set forth under Rule 41(e) of the Federal Rule of Criminal Procedure)

of a criminal violation(s) of Title 18, United States Code, Section(s) 1343
 I am satisfied that the affidavit(s) and any record testimony establish probable cause to believe that the person or property
 so described is now concealed on the person or premises above-described and establish grounds for the issuance of this
 warrant.

YOU ARE HEREBY COMMANDED to search on or before 7/29/10 Date

(not to exceed 10 days) the person or place named above for the person or property specified, serving this warrant and
 making the search (in the daytime--8:00 A.M. to 10:00 P.M.) (at any time in the day or night as I find reasonable cause
 has been established), and if the person or property be found there to seize same, leaving a copy of this warrant and
 receipt for the person or property taken, and prepare a written inventory of the person or property seized and promptly
 return this warrant to Deputy Magistrate Judge as required by law.

U.S. Judge or Magistrate Judge

7/19/10 @ 1601 at San Francisco, CA
 Date and Time Issued City and State

Nandor J. Vadas, U.S. Magistrate Judge
 Name and Title of Judicial Officer

Signature of Judicial Officer

EXHIBIT 2

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000171

DESCRIPTION OF PREMISES TO BE SEARCHED

The premises to be searched is 103 Maybeck Street, Novato, California 94949. The premises is a single family detached residence that is gray in color with white trim. The residence is located on Maybeck Street in Novato, California. The residence has a single attached garage. The garage door is located in the front of the residence facing a northbound direction. The address number "103" is located above and to the left of the garage door if the viewer is facing the house. The front door of the residence is located to the right of the garage door if the viewer is facing the residence. The front door is dark in color, with four glass windows located near the top of the door, and also faces a northern direction. The residence has a single step up to the front door.

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000172

ATTACHMENT B

DESCRIPTION OF ITEMS TO BE SEIZED:

Evidence, fruits, and instrumentalities of violations of Title 18, United States Code, Sections 1343 (wire fraud) including:

Items believed to be inside the premises and curtilage, including the person of John Winston Boone, located at 103 Maybeck Street, Novato, California 94949, described in Attachment A:

1. All computers, cellular telephones, Blackberry devices, or any other electronic device which may be used to connect to the Internet and send or receive emails (all of which are suspected to constitute instrumentalities of the crime), including, but not limited to, a Gateway laptop computer;

2. All records, documents, and materials relating to "John Smith," "Justin Winabali" and "John Greene;"

3. All records, documents, and materials relating to jsmithsites@gmail.com, thegreatsites@gmail.com, topgreatideas@gmail.com, sell.website@gmail.com and john@americanblog.com;

4. All records, documents, and materials related to www.financeblog.org, www.moneyblog.org, www.saltlakecity.org, www.nflblog.org, www.americanblog.org, [www.\[U.S.State\]blog.org](http://www.[U.S.State]blog.org), www.celladnetwork.com, and www.artistblog.org;

5. All records, documents, and materials relating to the purchase and/or sale of any Internet website between April 2005 to the present;

6. All records, documents, and materials relating to www.Bizquest.com, www.BizbuySell.com or www.BizBen.com;

7. All records, documents, and materials relating to or reflecting Paypal records generated between April 2005 and the present;

8. All records, documents, and materials relating to American Blog, HS Consortium, and Great Idea(s);

9. All currency, including but not limited to US Currency and European Currency, in excess of \$1,000;

1
2 10. All records, documents, and materials showing control, possession, custody,
3 dominion or other indicia of occupancy over the SUBJECT PREMISES, or digital media found
4 in the SUBJECT PREMISES, including but not limited to: personal mail, checkbooks, personal
5 identification, personal effects, notes, other correspondence, utility and other bills, internet
6 service provider documents, letters, rent receipts, mortgage and loan documents, financial
documents, vehicle registration information or ownership warranties, keys, or photographs
(developed or undeveloped); and

7 11. For the time period April 2005 to the present: Bank account records, wire transfer
8 records, bank statements, safe deposit box keys and records, money containers, financial records
9 and notes showing payments, credits, debits, receipts, concealment, transfer, or movement of
money generated from the fraudulent sale of websites.

10 12. Any and all computers, computer hardware, electronic or magnetic storage devices,
11 such as floppy diskettes, hard disks, backup tapes, CD-ROMs, CD-Rs, CD-RWs, DVD-ROMs,
12 DVD-Rs, DVD+Rs, DVD-RWs, DVD+RWs, optical discs, printer buffers, smart cards, USB
thumb drives, USB drives, USB Flash Memory, Firewire Devices, Smart Media, Memory Sticks,
13 Multimedia Cards (MMC), Secure Digital Cards, memory calculators, electronic dialers,
14 Bernoulli drives, electronic notebooks, personal digital assistants, and any data, image or
information that is capable of being read or interpreted by computer;

15 13. Hardware and software operating manuals, tape systems and hard drive and other
16 computer related operation equipment, digital cameras, scanners, computer photographs,
17 printouts of computer photographs, Graphic interchange formats and/or photographs, and other
18 visual depictions of such Graphic interchange formats (including, but not limited to, JPG, GIF,
TIF, AVI and MPEG); notations of any passwords that may control access to a computer
operating system or individual computer files;

19 14. Any input/output peripheral devices, including but not limited to passwords, data
20 security devices and related documentation;

21 15. Any network devices to include routers and switches, which are assigned a Media
22 Access Control (MAC) address, a unique number associated with a network adapter and is
23 unique to each computer. A MAC address is burned onto the router during manufacturing and is
24 thus impossible to remove or change. Each MAC address is 12 characters in length, the first six
characters contain the ID number of the manufacturer, and the last six numbers represent the
serial numbers assigned to the adapter by the manufacturer.

1 Definitions Applying to Search and Seizure of Computers

2
3 a. Records, Documents and Materials

4 The terms "records," "documents," and "materials" include all of the items
5 described in this Attachment in whatever form and by whatever means they may
6 have been created and/or stored. This includes handmade, photographic,
7 mechanical, electrical, electronic (including e-mail, computer files, Internet
8 histories, bookmarks and all other electronic items that may be found on computer
9 hardware in any form), and/or magnetic forms. It also includes items in the form
of computer hardware, computer software, computer documentation, passwords,
and/or data security devices.

10 b. Computer Hardware

11 Computer hardware consists of all equipment which can collect, analyze,
12 create, display, convert, store, conceal, or transmit electronic, magnetic, optical,
or similar computer impulses or data. This includes any data-processing devices
(such as central processing units, memory typewriters, and self-contained
13 "laptop" or "notebook" computers); internal and peripheral storage devices (such
14 as fixed disks, external hard disks, floppy disk drives and diskettes, tape drives
and tapes, optical storage devices, transistor-like binary devices, and other
15 memory storage devices); peripheral input/output devices (such as keyboards,
16 printers, scanners, plotters, video display monitors, and optical readers); related
communication devices (such as routers, modems, cables, and connections, recording
17 equipment, RAM or ROM units, acoustic couplers, automatic dialers, speed
dialers, programmable telephone dialing or signaling devices, and electronic
18 tone-generating devices); as well as any devices, mechanisms, or parts that can
19 be used to restrict access to computer hardware (such as physical keys and locks).

20 c. Computer Software

21 Computer software is digital information which can be interpreted by a
22 Computer and any of its related components to direct the way it works. Software
is stored in electronic, magnetic, optical, or other digital form. It commonly
23 includes programs to run operating systems, applications (like word-processing,
graphics, or spreadsheet programs, utilities, compilers, interpreters, and
24 communications programs).

25 d. Computer-related Documentation

26 Computer-related documentation consists of written, recorded, printed, or
27 electronically stored material which explains or illustrates how to configure or
28 use computer hardware, software, or other related items.

1 e. Computer Passwords and Other Data Security Devices

2 Computer passwords and other data security devices are designed to
3 restrict access to or hide computer software, documentation, or data. Data
4 security devices may consist of hardware, software, or other programming code.
5 A password (a string of alpha-numeric characters) usually operates as a sort of
6 digital key to "unlock" particular data security devices. Data security hardware
7 may include encryption devices, chips, and circuit boards. Data security software
8 or digital code may include programming code that creates "test" keys or "hot"
9 keys, which perform certain pre-set security functions when touched. Data
10 security software or code may also encrypt, compress, hide, or "booby-trap"
11 protected data to make it inaccessible or unusable, as well as reverse the process
12 to restore it.
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ATTACHMENT C

***POST-CDT PROTOCOL FOR SEARCHING DEVICES
OR MEDIA THAT STORE DATA ELECTRONICALLY***

1. In executing this warrant, the government must begin by ascertaining whether all or part of a search of a device or media that stores data electronically (collectively, the "device") that is authorized by this warrant reasonably can be completed at the site within a reasonable time. If the search reasonably can be completed on site, the government will remove the device from the site only if authorized by law because removal is (1) necessary to preserve evidence, or (2) if the item is contraband, a forfeitable instrumentality of the crime, or fruit of crime.

2. If the government determines that a reasonable search as authorized in this warrant cannot be completed at the site within a reasonable period, the government must determine whether all or part of the authorized search can be completed by making a mirror image of, or in some other manner duplicating, the contents of the device and then completing the search of the mirror image off site (e.g., at a computer crime laboratory).

3. The government may remove from the search location a device only if the device cannot be searched reasonably on site, or by mirror-imaging or otherwise duplicating its contents for off site examination — unless authorized by law to remove the device because (1) removing the device is necessary to preserve evidence, or (2) the device is contraband, a forfeitable instrumentality of the crime, or fruit of crime. The government also may remove from the site any related equipment (e.g., keyboards or printers) or documents (e.g., system operating or software manuals) that reasonably appear to be necessary to conduct an off-site search of a device in which data is stored electronically.

4. If the government removes a device or related equipment or documents from the place they were found in order to complete the search off-site, within ten calendar days of the removal the government must file a return with a magistrate judge that identifies with particularity the removed device or related equipment or documents.

1 5. The government must complete an off-site search of a device that agents removed in
2 order to search for evidence of crime, as promptly as practicable and no later than 30 calendar
3 days after the initial execution of the warrant. The government must complete an off-site search
4 of any mirror image of any device in which data is stored electronically as promptly as
5 practicable and no later than 120 calendar days after the initial execution of the warrant. Within
6 thirty calendar days after completing an off-site search of a device pursuant to this warrant, the
7 government must return any device, as well as any related equipment or document that was
8 removed from the site in order to complete the search, unless, under the law, the government may
9 retain the device, equipment, or document (1) to preserve evidence, or (2) because the device,
10 equipment, or document is contraband, a forfeitable instrumentality of the crime, or fruit of
11 crime. Within a reasonable period, not to exceed sixty calendar days after completing the
12 authorized search of a device or image, the government also must use reasonable efforts to
13 destroy – and to delete from any devices or storage media or copies that it has retained or made --
14 copies of any data that are outside the scope of the warrant but that were copied or accessed
15 during the search process, unless, under the law, the government may retain the copies (1) to
16 preserve evidence, or (2) because the copies are contraband, a forfeitable instrumentality of the
17 crime, or fruit of crime. The deadlines set forth in this paragraph may be extended by court order
18 for good cause shown.

19 6. In conducting the search authorized by this warrant, whether on site or off site, the
20 government must make all reasonable efforts to use methods and procedures that will locate and
21 expose only those categories of files, documents, or other electronically stored information that
22 are identified with particularity in the warrant while, to the extent reasonably practicable,
23 minimizing exposure or examination of irrelevant, privileged, or confidential files.

24 7. The terms of this warrant do not limit or displace any person's right to file a motion
25 for return of property under F.R.Cr.P. 41(g). Nor does the issuance of this warrant preclude any
26 person with any interest in any seized item from asking the government to return the item or a
27 copy of it.

28 8. The government must promptly notify the judge who authorized issuance of the
search warrant (or, if that judge is unavailable, to the general duty judge) if a dispute arises about
rights or interests in any seized or searched item – or any data contained in any searched or
seized item – and that dispute cannot be resolved informally. The government must deliver a
copy of this written notification to any person known to assert any such right or interest.

 9. Except as provided below, all search, review, and/or forensic analysis of the data
on any device or mirror image authorized to be searched by this warrant (1) shall be conducted
only by law enforcement personnel or other government personnel or retained forensic
examiners who are not involved in the investigation of the crimes described in the affidavit (the
"filter team"), and (2) shall be conducted using search protocols directed exclusively to the
identification, segregation and extraction of data within the scope of this warrant. The filter team
will not communicate to the law enforcement personnel, retained examiners and experts,
prosecutors and any others involved in the investigation of the crimes described in the affidavit
(the "investigating team") any information learned during the analysis that is outside the scope of
the warrant, but may communicate to the investigating team any information or data that is

1 within the scope of the warrant. In the event that a member of the filter team identifies
2 information pertaining to crimes outside the scope of the warrant, such information will not be
3 disclosed to the investigating team or used in any way absent further judicial authorization or
4 unless a new warrant is obtained to search for such information. A new warrant may be sought
5 by a member of the filter team, if he or she is a sworn federal agent, or by an agent not part of the
6 investigating team. A federal prosecutor apart from the investigating team will be assigned to
7 assist in determining whether to apply for a new warrant and in obtaining such a warrant. Absent
8 a new warrant, the filter team will only search for and seize data that they would be entitled to
9 retain independent of the new information and the investigating team will not use any data
10 outside the scope of this warrant even if found in plain view absent further judicial authorization.
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FD-597 (Rev 8-11-94)

Page 1 of 1

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 196E - LA - 253712On (date) 7/20/10

item(s) listed below were:

- ☐ Received From
☐ Returned To
☐ Released To
☒ Seized

(Name) John Boone(Street Address) 103 Maybeck(City) Novato CA

Description of Item(s):

- 1 - John Boone Visa Card - 6702 John King Pay Pal card - 3158
- 2 - LG Cell phone and charger - V6610
- 3 - Deposit Records "Great Ideas IIc"
- 4 - John/christie Checkbook
- 5 - Maxtor Harddrive 260GB SN ~~xxxx~~ B42550EH
- 6 - Western Digital HD SN WXXN08NWZ857
- 7 - Torn documents found in trash
- 8 - Various documents and Verizon mail
- 9 - DVD associated with American Blog and other Blogs
- 10 - Documents associated with american Blog and Great Ideas
- 11 - Documents Associated with Great Ideas and American Blog
- 12 - CDR's associated with Great Ideas
- 13 - Toshiba laptop HD SN 89934404P Toshiba Laptop HD SN X2H425547
- 14 - Two (2) Sandisk Thumbdrives Blackberry Storm SN RBW71CW
- 15 - Samsung cell SN 297CFEA
- 16 - John Boone Paypal 2359 Blackberry 8530 SN RCLZ1CW
- 17 - Documents related to American Blog
- 18 - Gateway laptop 7320 SN N345171048020
- 19 - Gateway laptop W650I SN 1102211341
- 20 - Gateway model EX200X SN 0036267212

Received By:

(Signature)

Received From:

(Signature)

- WAS NOT PRESENT -

000180

EXHIBIT 3

FD-302 (Rev. 10-6-95)

- 1 -

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 07/21/2010

Pursuant to a federal search warrant issued by the Northern District of California authorizing the search for evidence, fruits and instrumentalities showing violations of Title 18, USC 1343 - wire fraud, Special Agents (SAs) of the FBI executed the warrant at [REDACTED], Novato, CA.

At approximately 7:15 A.M., agents knocked on the door to 103 Maybeck Street and announced their identities and purpose. John Boone, date of birth [REDACTED], opened the door and agents subsequently entered the residence. While securing the residence, agents encountered coinhabitant, Jenny Smith, date of birth [REDACTED], and two house guests, [REDACTED] and [REDACTED]. [REDACTED] and [REDACTED] were temporarily staying at the residence while waiting to attend a basketball tournament in Las Vegas, NV. Also present while the residence was secured were two uniformed Novato police officers.

After the residence was secured at approximately 7:22 A.M., entry photos were taken, a sketch depicting the basic layout of the search site was drawn, and a preliminary survey was conducted.

The search began after the entry photos were taken. The following is a list of search personnel and their specific duties.

SA Binh Pham - Search, photo log.
 SA Jon Sorenson - Search, administrative log.
 SA Jon Chinn - Search, Sketch.
 SA Chris White, Evidence log.
 SA Gabe Gunderson - Search, search team leader.
 SA Hans Frank - Search, photographer
 SA Don Serrao - Search
 SA Mark Hammell - Search
 SA Denise Gaztambide - Search
 SA Jonathan Holmes - Search
 SA Jeffrey Moon - Search

Upon completion of the search, a copy of the search warrant and a copy of the FD-597, listing all items seized from the residence, were left on a table in the residence. Exit photos were taken including a photograph of the FD-597 alongside a copy of the

Investigation on 07/20/2010 at Dublin, California

by [REDACTED] Date dictated Not Dictated
SAs Sorenson:js, Chinn, Pham, Frank, Gaztambide, Hammell, Moon,
Gundersen, White, Serrao, Holmes

EXHIBIT 3

FD-302a (Rev. 10-6-95)

Continuation of FD-302 of Search of ~~101~~ Maybank Street, On 07/20/2010, Page 2

search warrant. At approximately 10:25 A.M., all search personnel exited the residence.

A sketch of the residence, not drawn to scale, was made by SA Chinn. Digital photos were taken by SA Frank with the corresponding photo logs recorded by SA Pham. Where it was appropriate, individual evidence items were photographed. All photos (on a CD), photo log, sketch, evidence log, and administrative log, are included in the 1A portion of this case file.

000504

EXHIBIT 4

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

North Office ~ 1650 S. Amphlett Blvd. #213, San Mateo, CA 94402 Phone 650-655-1060

South Office ~ 3130 De La Cruz Blvd. #209, Santa Clara, CA 95054 Phone 408-282-2420

INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.****Suspect:****BOONE, John Winston**

Sausalito, CA, 94965

BMA, 6-0, 240, brn-brn

DOB: [REDACTED] CDL: [REDACTED]

Summary:

During 2011, suspect John Boone, while employed at Ricoh, intercepted legitimate invoices from a company (GoGrid) doing business with Ricoh, replaced them with forged invoices, deposited monies paid by Ricoh for the forged invoices into his Bank of America account, paid the legitimate invoices with his own credit card, and retained the difference.

Investigation:**9/6/2011 Tuesday:**

Task Force Supervisor Sgt. Ronnie Lopez assigned me this case.

9/8/2011 Thursday:

At 1004 hours, I drove to the Ricoh company to interview Witness [REDACTED] Bartz. During the interview, he gave me copies of Human Resource (HR) materials and information that suspect Boone gave to HR when he got hired. Bartz pointed out the Chestnut Street address in San Francisco (SF) and said that it looked as though Boone had three different residences, one that possibly belonged to a girlfriend.

Bartz said that when Ricoh learned of the theft by Boone, they had their lawyer draft and send a letter to Boone in an attempt to handle the matter civilly. Bartz said that company executives in Tokyo didn't want it resolved civilly. He said that the letter was sent to Boone's attorney, Leo Cunningham (Refer to the letter, attached). He said that the letter detailed Boone's activities.

Agent: TEA Nick Muyo #30

Page: 1 of 10

Date: 4/11/2012

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

According to the letter, "... Boone intercepted the legitimate invoices from GoGrid, replaced them with forged invoices, deposited monies paid by Ricoh for the forged invoices in his Bank of America account, paid the legitimate invoices by credit card, and retained the difference."

Bartz continued. Invoices were sent to John Boone from a company called GoGrid. They went directly to Boone's desk. Boone would replace legitimate invoices with altered invoices. He would get a check issued with his Chestnut Street address, made out to GoGrid. They learned that when checks finally got to the bank, the checks were not endorsed. GoGrid admitted to Ricoh that they do not have a Bank of America account. Boone would pay a valid invoice from GoGrid with his (Boone's) credit card number. Bartz knew this to be Boone's credit card because Boone used the same credit card to register domain names.

Bartz said that Ricoh eventually shut down the GoGrid operation. They then checked invoices from GoGrid against what Boone was claiming he received from GoGrid and discovered a difference of \$78,295.60. Bartz said that Ricoh demanded that Boone pay this amount by last Friday (9/2/2011). Bartz said that Ricoh has not been paid by Boone. Bartz said that last week, Boone's attorney contacted Ricoh's attorney, Sid Friedman, and Cunningham acknowledged that Boone did, in fact, take the money. Friedman acknowledged that Boone does not have the money to pay back "right now" and wanted to discuss some kind of payment plan. Bartz said, "We don't want an IOU."

Boone's position was that he was operating a consulting firm and that the difference in the amounts was his "consulting fee." According to Bartz, "We at least have him acknowledging that he took the money."

Bartz said that there were examples attached in the packet of information he gave to me to illustrate what Boone was doing. He said that there was a payment summary attached. He said that there were twelve (12) events which had faked invoices and the checks that Boone issued to pay them. He said that examples #13-#21 show valid invoices from GoGrid and how they were paid. He said that GoGrid should also be able to show that the invoices were paid with John Boone's credit cards.

Another packet of information highlights events #1-12. Bartz said that an invoice would come to Boone. Boone would then request payment, after signing the invoice. This was called a "vendor request for payment." The packet also contained copies of the checks and included examples of valid Ricoh checks. Bartz said that all of these were physically handed to Boone for payment. None of the checks are endorsed. Bartz said that, in some cases, they have e-mails requesting payment.

Agent: **TFA Nick Muyo #30**Page: **2 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

Bartz said that events #13-21 are copies of material from GoGrid, showing what was paid and what was charged. Bartz said that there were four accounts held with GoGrid. He said that, "We never saw a copy of any contracts with GoGrid. We asked Boone for paperwork and he never showed us any of them (contracts)." Boone was terminated in August 2011. Bartz said that \$15,587 was actually paid to GoGrid (A spreadsheet provided to Ricoh by GoGrid would later show this figure to be \$16,487.77). Bartz said that GoGrid uses Comerica and that they actually prefer getting payments by wire.

I asked Bartz about the connection between Ricoh and GoGrid. He said that Ricoh's IT resources were farmed out to GoGrid. He said that the fees were so expensive, compared to other companies, that they decided to close the GoGrid account. They began using another company. John Boone, Ricoh's manager of IT, was responsible for everything. There was no one to do any check and balances on Boone. Bartz said that Ricoh contacted GoGrid for copies of their contracts (with Ricoh), but they have been reluctant to produce any documents.

I asked Bartz if he had a contact at GoGrid. He said that the name was included in the information packet and that it was a [REDACTED] Goodshaw."

Bartz confirmed that Boone knows what's going on. He said that Boone's attorney contacted Ricoh last Tuesday, although Bartz has not talked to Boone since he left. He doesn't know what Ricoh's e-mail storage policy is, but added that he would be happy to get us any e-mail references about GoGrid.

Bartz said that Ricoh believes Cunningham is trying to separate himself from Boone. He said that he had been pushing for a civil resolution, but added again that Japanese executive staff wants a criminal prosecution. He said that after the payment demand deadline passed last Friday, they (executive staff) are happy to pursue/cooperate with a criminal prosecution.

I asked Bartz to explain the domain name issue for me. He said that Ricoh has been in product development on a new item. Ricoh has been trying to protect news of its release. Ricoh wanted to secure domain names in preparation of the product release. Boone came on-board around this time and it was Boone who registered the domain names. Boone convinced Ricoh to register the domain names under Boone's name, "so that he could hide them and they wouldn't show as Ricoh domain names. Bartz said that Boone used a company called "Domain by Proxy." This company hides the domain owners' name. In essence then, there would have been no reason for Boone to register the domains under his name, since the owners were protected anyway. Bartz believes that Boone "cyber squats" on domain names. Bartz believes that Boone has over 140 domain names. According to Bartz, Ricoh has a "patent invention agreement" with all of their employees, which means

Agent: **TFA Nick Muyo #30**Page: **3 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

that "anything you create while working at/for Ricoh, belongs to Ricoh. We shouldn't have to pay extra for it."

Bartz said that Ricoh did a background check on Boone. He said that Boone has information in almost every county in the bay area and that there are civil judgments against him. He said that Boone also has a felony perjury conviction. He believes that Symantec corporation fired him.

Bartz said that Boone still has company property in his possession, in the form of two laptops and a hard drive. Boone claims that he left the property at the Decathlon Club, because Ricoh's General Manager is a member there. The General Manager contacted the Decathlon Club but was told that nothing was left there for him.

Bartz said that he would provide me with a list of company property, believed to still be in Boone's possession.

Suspect Background:

Bartz gave me a copy of material from Boone's Human Resource file at Ricoh, information provided to Ricoh by Boone. That information included:

A photocopy of Boone's CDL [REDACTED] which lists the identifying information and address shown above;

A photocopy of Boone's Social Security card showing a number of [REDACTED];

An "Employee Information Form" lists a home phone of [REDACTED] and a home address of **2269 Chestnut Street, Suite 269, San Francisco, CA;**

The "Primary Contact" on this form is identified as a "partner" named Jenny C. Smith, living at [REDACTED];

Jenny C. Smith has listed phone numbers as [REDACTED] (work), [REDACTED] (home), and [REDACTED] (cell or pager);

The "Secondary Contact" on this form is identified as an "ex-wife" named Christine Boone, living at [REDACTED];

Christine Boone has listed phone numbers as [REDACTED] (work), [REDACTED] (home), and [REDACTED] (cell or pager);

Agent: **TFA Nick Muyo #30**Page: **4 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

His attached resume lists prior employment with HS Consortium, Inc.; GTE Internetworking (formerly Genuity); Wine.com (formerly WineBuyer.com); Cisco Systems; and Microsoft.

11/4/2011 Friday:

At 1215 hours, I phoned the Law Offices of Wilson, Sonsini, Goodrich and Rosati at 650 Page Mill Road, Palo Alto, CA 94304, phone [REDACTED] and left a message for Leo Cunningham, the attorney representing John Boone in the case filed by Ricoh Innovations.

11/8/2011 Tuesday:

At 0920 hours, I left another message for Leo Cunningham, the attorney representing John Boone, asking that he contact me about this case.

11/22/2011 Tuesday:

At 0930 hours, I returned to work to find a voice message from James Blackman. Blackman identified himself as a defense attorney, representing suspect John Boone. I phoned Blackman, who told me that he was representing John Boone. He asked for a brief summary of the case, which I gave him. He then asked if there was good paper evidence against Boone and I said that, in my opinion, there was. He asked if I knew if Ricoh would be interested in discussing restitution or a monetary settlement. I said that I could find out. He agreed to call me early next week.

1/27/2012 Friday:

In a review of material provided by Ricoh, I discovered the following:

A legitimate GoGrid invoice #1139239, dated 5/5/2011, for \$1,497.98, from GoGrid LLC, showing an address of 360 Spear Street, Suite 200, San Francisco, CA 94105, phone 866-321-7284, fax 415-869-7001;

A forged GoGrid invoice #101141, dated 4/11/2011, for \$2,462.78, from GoGrid LLC, but showing an address of 2269 Chestnut Street, Suite 239, San Francisco, CA 94105, phone 415-869-7000, fax 415-358-8630;

Check 12942, dated 4/15/2011, for \$2,462.78, from Ricoh to GoGrid LLC at the 2269 Chestnut Street address in San Francisco, deposited into a Bank of America account on 4/20/2011;

Agent: **TFA Nick Muyo #30**Page: **5 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

A spreadsheet showing payment and invoice records provided to Ricoh by GoGrid, totaling \$16,487.77, between 4/12/2011 and 7/12/2011, and paid by Visa;

A spreadsheet showing payment and invoice records from Ricoh to John Boone's address, totaling \$94,783.37, between 1/12/2011 and 7/28/2011, and paid by check;

The difference between the two spreadsheets (what GoGrid billed Ricoh and what Ricoh paid GoGrid through Boone) is \$78,295.60 (Boone's illegal profit).

Receipts from GoGrid show payments on the Ricoh account by a Visa credit card ending in the numbers 2349. (Search warrant returns would later confirm that Boone has a Visa card ending in 2349.)

I am preparing a search warrant for Bank of America account records for suspect John Boone.

1/31/2012 Tuesday:

At 0700 hours, I returned to work to find a voice message from Defense Attorney James Blackman, representing suspect John Boone.

I phoned Mr. Blackman later this morning. He explained that he had located a possible witness in this case and was hopeful that I could interview this witness.

At 1330 hours, I presented the completed search warrant and affidavit to Judge Michelle McKay McCoy. She signed the warrant.

At 1400 hours, I returned to the REACT offices and faxed the completed and signed search warrant to Bank of America's Custodian of Records.

At 1440 hours, I received a phone call from Bank of America, telling me that the search warrant needed to be personally served at any of their branches. It would then be forwarded to their Custodian of Records.

2/1/2012 Wednesday:

At 1000 hours, I drove to the Bank of America branch office at 2611 North First Street in San Jose. I personally served the search warrant to Branch Manager [REDACTED] Rodriguez. Rodriguez faxed the search warrant to their Legal Compliance Department and, before I left, confirmed for me that the fax had been received.

Agent: **TFA Nick Mayo #30**Page: **6 of 10**Date: **4/11/2012**

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

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 South Office ~ 3130 De La Cruz Blvd. #209, Santa Clara, CA 95054 Phone 408-282-2420

INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.****2/14/2012 Tuesday:**

At 0600 hours, I returned to work to find a FedEx package on my desk. I opened the package and discovered that it was the information from Bank of America requested via search warrant on 2/1/2012.

2/16/2012 Friday:

At 1100 hours, I left Defense Attorney James Blackman a phone message explaining that I was still waiting for his witness to contact me regarding this case.

2/21/2012 Tuesday:

At 0630 hours, I returned to work to find a voice message from Blackman. He explained that he was tied up in court on a homicide trial and was still attempting contact with his witness, who was out of town until Wednesday or Thursday.

3/16/2012 Friday:

At 1415 hours, I received a phone call from Mr. Blackman. He explained that his witness is the former Controller at Ricoh, a Mr. [REDACTED] Weinblatt. He said that he has attempted contact with Weinblatt but finally decided to put me in contact with him. He said that I could reach Weinblatt at his new business number of [REDACTED].

3/20/2012 Tuesday:

At 0825 hours, I phoned Mr. Weinblatt. I left a message asking that he call me as soon as possible.

At 1100 hours, I received a call from [REDACTED] Weinblatt. I explained the nature of my call and he related the following:

Weinblatt is the former Controller for Ricoh. Although he did not hire Boone, he did work with him. He said that he started at Ricoh a couple of weeks after Boone and left the company in March 2011 (Boone wasn't terminated until August 2011). He said that Boone initiated the contract with GoGrid, along with [REDACTED] Whitsett.

Weinblatt said that approximately three weeks ago, Boone called him and left him at least two voice messages, asking that Weinblatt call him. During the voice messages, Boone told

Agent: **TFA Nick Muyo #30**Page: **7 of 10**Date: **4/11/2012**

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

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 South Office ~ 3130 De La Cruz Blvd. #209, Santa Clara, CA 95054 Phone 408-282-2420

INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

Weinblatt that he was no longer working at Ricoh. He said that he also received a voice message from Boone's attorney. Weinblatt said that he has not returned either message.

Weinblatt said that GoGrid provided cloud services and storage hosting for Ricoh. He said that he recalled that there was some kind of delay in getting GoGrid's first payment to them. He specifically recalled that Boone told Ricoh that he needed to get GoGrid paid and that Boone said that since Boone was visiting GoGrid in a couple of days, Ricoh should give the GoGrid payment to Boone, who would then deliver it to GoGrid.

I asked Weinblatt if there was any reason why Boone would either ask for or receive payment over and above what was asked for on the GoGrid invoices. He said, "No." He also confirmed that if Boone was asking for "consulting fees," any and all services and/or fees should have been articulated on a receipt (X-amount of dollars for hardware; X-amount of dollars for services; X-amount of dollars for consulting; etc.).

Weinblatt said that if Boone was receiving "consulting fees" while working for Ricoh, he believes that it would have been a violation of company policy.

3/23/2012 Friday:

At 0630 hours, a review of the Bank of America records and Ricoh and GoGrid documents revealed the following:

Bank of America records show that John Boone opened a business checking account as "Social Media, Inc.Org," doing business as "GoGrid.Org."

Bank of America records show that there are two charge cards associated to the account. One card is 6011-2349 and the other is 6011-2349.

GoGrid, through legitimate invoices, and Ricoh, through company checks issued to John Boone, identify 27 transactions between January 12, 2011 and July 14, 2011. These transactions identify \$16,487.77 paid to GoGrid and \$94,783.37 paid to John Boone, for a difference of \$78,295.60.

All of these transactions are confirmed through Bank of America records as a result of the search warrant executed earlier.

Hard copies of the transactions are included in this case file, as well as an attached spreadsheet for review.

Agent: **TFA Nick Muyo #30**Page: **8 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.****3/23/2012 Friday:**

At 0755 hours, I attempted phone contact with [REDACTED] Goodshaw at GoGrid. I left a message asking that he contact me regarding this case. Goodshaw is a contact identified by [REDACTED] Bartz who might have knowledge of the contracts, if any, with John Boone.

4/3/2012 Tuesday:

At 0815 hours, I once again attempted phone contact with [REDACTED] Goodshaw at GoGrid. It should be noted that when I attempted contact with Goodshaw on 3/23/2012, his name was in the company directory and I used the automated system to leave him a message. When I called back this morning, his name was NOT in the company directory. I left a message with Human Resources, asking for a call back.

4/10/2012 Tuesday:

At 0810 hours, I phoned GoGrid and contacted someone in the Customer Services department. "Debbie" confirmed for me that [REDACTED] Goodshaw is no longer with GoGrid, having left the company approximately 2-3 weeks ago. She gave me two names as contacts for the Ricoh account, [REDACTED] Tam and [REDACTED] Zavlaris.

At 0845 hours, I e-mailed both gentlemen, asking that they contact me about this case.

4/11/2012 Wednesday:

At 1256 hours, after conferring with their legal department and with [REDACTED] Bartz at Ricoh, [REDACTED] Tam e-mailed me copies of the contracts that GoGrid had with Ricoh-EWS (See attached). A review of those contracts revealed the following:

The first contract lists "two items." Page 1 expires on 2-21-2011 and was signed for on 2-7-2011 by Ricoh's Vice President of Operations, [REDACTED] Whitsett. John Boone is listed on the contract as the "contact." The contract is for an 8-core dedicated server. Page 2 expires on 2/18/2011 and was also signed for on 2/7/2011 by [REDACTED] Whitsett. This contract is for a firewall, cloud services, a server, data transfer plan, and 16 I.P. addresses.

Contract Two expires on 2/11/2011 and was signed for by John Boone on 2/2/2012. It, too, is for an 8-core dedicated server and lists John Boone as the point of contact.

Agent: **TFA Nick Muyo #30**Page: **9 of 10**Date: **4/11/2012**

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

The third document expires on 1/15/2011 and was signed for by John Boone on 1/11/2011. It lists John Boone as the contact and is for a firewall, cloud services, a server, data transfer plan, and 16 I.P. addresses.

None of the documents list any services or contain any language showing that these contracts or services between GoGrid and Ricoh include any consulting services by either party or John Boone. All of the paperwork lists a GoGrid contact as [REDACTED] Zavlaris, an account manager.

Conclusion:

I am referring this investigation to the Office of the District Attorney for review and consideration of filing criminal charges.

Attachments:

- #1 Letter from Ricoh's attorney, [REDACTED] Friedlander to Boone's attorney, Leo Cunningham;
- #2 E-mail from Boone requesting approval for an attached GoGrid invoice #101141;
- #3 Copy of forged GoGrid invoice #101141, showing Boone's home address;
- #4 Copy of check #12942, from Ricoh to GoGrid, showing Boone's home address;
- #5 Copy of an actual GoGrid invoice #1139239, showing the correct business address, phone and fax numbers;
- #6 Spreadsheet showing payments to "GoGrid" at Boone's home address;
- #7 Spreadsheet showing payments to "GoGrid" by Visa charge card;
- #8 (4) pages of GoGrid contracts, provided by [REDACTED] Tam of GoGrid.

Agent: **TFA Nick Muyo #30**Page: **10 of 10**Date: **4/11/2012**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.****Suspect:****BOONE, John Winston**

[REDACTED]
 Sausalito, CA, 94965

BMA, 6-0, 240, brn-brn

DOB: [REDACTED] CDL: [REDACTED]

Summary:

During 2011, suspect John Boone, while employed at Ricoh, intercepted legitimate invoices from a company (GoGrid) doing business with Ricoh, replaced them with forged invoices, deposited monies paid by Ricoh for the forged invoices into his Bank of America account, paid the legitimate invoices with his own credit card, and retained the difference.

Investigation:**4/18/2012 Wednesday:**

I asked Task Force Agent Marshall Norton to deliver the complaint to Deputy D.A. Jennifer Deng this afternoon.

4/19/2012 Thursday:

At 0933 hours, I received an e-mail from DDA Deng. She asked that I contact [REDACTED] Zavlaris and [REDACTED] Tam of GoGrid to get statements from them to confirm that John Boone was not contracting for them; did not have permission to use their company name as a DBA ("doing business as") and was not authorized to receive any money on GoGrid's behalf.

4/20/2012 Friday:

On Friday afternoon, in separate phone conversations, I spoke to [REDACTED] Tam and [REDACTED] Zavlaris. Both gentlemen confirmed that John Boone was contracting for Ricoh EWS and not GoGrid. They both also said that John Boone did not have permission to use GoGrid's company name, to their knowledge. Zavlaris, during our conversation, also gave me the

Agent: TFA Nick Muyo #30

Page: 1 of 2

Date: 4/24/2012

**Rapid Enforcement Allied Computer Team (R.E.A.C.T.)**

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INVESTIGATION REPORTCase No: **2011-0057**Defendant: **BOONE, John Winston**Crime Type: **487(a) P.C.**

name of GoGrid company employee, [REDACTED] Higgins. Higgins works in Accounts Receivable and would have worked exclusively with John Boone.

4/24/2012 Tuesday:

At 0800 hours, I received a phone call from [REDACTED] Higgins. Higgins explained that, although he did not set up the original contract with Boone or Ricoh, it was his assignment to work with Boone to get GoGrid paid. He confirmed that, to his knowledge, Boone did not have permission to use GoGrid's company name as a "DBA."

While on the phone with him, he also pulled up invoices that he had access to between Ricoh and GoGrid. He said that all of the invoices he reviewed had the address of 2077 Gateway Place, San Jose. I explained to him that Gateway Place was Ricoh's business address. He seemed confused when I mentioned that I had GoGrid invoices with a Chestnut address in San Francisco (apparently Boone's home address) and said that there should have been no reason for any GoGrid invoices to have any other address except their business address of 360 Spear, San Francisco.

Conclusion:Agent: **TFA Nick Muyo #30**Page: **2 of 2**Date: **4/24/2012**

04/25/2012 000107413
97% P.014

EXHIBIT 5

Law Offices of
JAMES W. BLACKMAN
A Professional Corporation
2479 East Bayshore Road, Suite 703
Palo Alto, CA 94303
Phone (650) 843-1000
Fax (650) 617-6888

June 26, 2012

Via Facsimile Transmission:

Hung Ledang
Investigator
Santa Clara County
District Attorney's Office

Re: John Boone

Dear Investigator Ledang:

This will follow-up on our recent telephone conversation respecting Mr. Boone.

Enclosed herewith please find various documents which we believe are significant. One set of document shows that the amounts paid by Ricoh and deposited in Mr. Boone's Bank of America account involved payments through PayPal to the various subcontractors providing services pursuant to the subcontract agreement.

The second set of document shows that the subcontracting agreement was authorized by individuals who were in the management of Ricoh at the time the arrangements were made.

I stand ready to review this matter with you or whoever has authority.

Thank you very much.

Very truly yours,



JAMES W. BLACKMAN

EXHIBIT 5

08/29/2012 000000439

4/16/12 APR. 16, 2012 5:25PM

CASH TRAVEL History - PayPal

NO. 6073 P. 2

All activity - Mar 17, 2010 to Apr 16, 2012

Date	Type	Name/Email	Payment status	Order status/Actions	Gross	Fee	Net amount
Aug 19, 2011	Payment From	EVO Media Group, Inc.	Completed		\$43.71	-\$1.57	\$42.14 USD
Dec 8, 2010	Bill From	Horizon Technologies Inc	Pending		\$380.00	\$0.00	\$380.00 USD
Dec 8, 2010	Bill From	Horizon Technologies Inc	Pending		\$800.00	\$0.00	\$800.00 USD
Nov 16, 2010	Bill From	Synet Technology Solutions Inc	Pending		\$900.00	\$0.00	\$900.00 USD
Oct 2, 2010	Dividend From	PayPal - Money Market	Completed		\$0.01	\$0.00	\$0.01 USD
Sep 10, 2010	Debit Card ATM Withdrawal From	HAMILTON-GATE, NOVATO, CA	Completed		-\$83.00	-\$1.00	-\$84.00 USD
Sep 2, 2010	Debit Card ATM Withdrawal From	GREENBRAE, GREENBRAE, CA	Completed		-\$83.00	-\$1.00	-\$84.00 USD
Sep 2, 2010	Payment From	NorCal Supreme	Completed		\$60.00	\$0.00	\$60.00 USD
Sep 1, 2010	Dividend From	PayPal - Money Market	Completed		\$0.01	\$0.00	\$0.01 USD
Aug 31, 2010	Debit Card ATM Withdrawal From	HAMILTON-GATE, NOVATO, CA	Completed		-\$203.00	-\$1.00	-\$204.00 USD
Aug 28, 2010	Bill From	Lewis Byrd	Paid		\$784.00	\$0.00	\$784.00 USD
Aug 25, 2010	Payment To	BoonEx	Completed		-\$299.00	\$0.00	-\$299.00 USD
Aug 25, 2010	Payment For	NorCal Supreme	Completed		-\$340.00	\$0.00	-\$340.00 USD
Aug 25, 2010	Payment For	HS Consortium, Inc	Completed		-\$300.00	\$0.00	-\$300.00 USD
Aug 25, 2010	Payment From	Greg Johnson	Completed		\$1,250.00	-\$38.85	\$1,211.15 USD
Aug 25, 2010	Bill To	greg@streetball.com	Paid		\$1,250.00	\$0.00	\$1,250.00 USD
Aug 25, 2010	Bill To	greg@orthosports.com	Pending		\$1,250.00	\$0.00	\$1,250.00 USD
Jun 30, 2010	Bill From	Synet Technology Solutions Inc	Paid		\$300.00	\$0.00	\$300.00 USD
May 1, 2010	Dividend From	PayPal - Money Market	Completed		\$0.01	\$0.00	\$0.01 USD
Apr 23, 2010	Debit Card ATM Withdrawal From	CORTE/MADERA, CORTE MADERA, CA	Completed		-\$183.00	-\$1.00	-\$184.00 USD

4/16/12 APR. 16, 2012 5:26PM

CASH TRAVEL History - PayPal

NO. 6073 P. 3

All activity - Mar 17, 2010 to Apr 16, 2012

Date	Type	Name/Email	Payment status	Order status/Action	Gross	Fee	Net amount
Mar 1, 2011	Payment To	LuvPoint	Completed		\$57.00	\$0.00	\$57.00 USD
Feb 27, 2011	Payment To	Pavel Clorici	Completed		\$89.00	\$0.00	\$89.00 USD
Feb 16, 2011	Bill To	Reginald Bailey	Pending		\$2,500.00	\$0.00	\$2,500.00 USD
Feb 16, 2011	Bill To	Reginald Bailey	Pending		\$2,500.00	\$0.00	\$2,500.00 USD
Sep 1, 2010	Debit Card ATM Withdrawal From	SAN RAFAEL MN, SAN RAFAEL, CA	Completed		\$83.00	\$1.00	\$84.00 USD
Aug 31, 2010	Debit Card ATM Withdrawal From	HAMILTON-GATE, NOVATO, CA	Completed		\$203.00	\$1.00	\$204.00 USD
Aug 31, 2010	Payment To	Cogizel Technologies Pvt Ltd	Completed		\$29.00	\$0.00	\$29.00 USD
Aug 25, 2010	Payment From	GreatIdeas LLC	Completed		\$300.00	\$0.00	\$300.00 USD
Jun 9, 2010	Payment To	NorCal Supreme	Completed		\$500.00	\$0.00	\$500.00 USD
Jun 9, 2010	Bill From	NorCal Supreme	Paid		\$500.00	\$0.00	\$500.00 USD
Jun 9, 2010	Payment From	Double Pump, Inc.	Completed		\$500.00	\$14.80	\$485.20 USD
May 27, 2010	Debit Card Signature Purchase To	BIZBUYSSELL 415-2844380 CA	Completed		\$159.92	\$0.00	\$159.92 USD
May 25, 2010	Payment From	NorCal Supreme	Completed		\$150.00	\$4.65	\$145.35 USD
May 25, 2010	Bill To	NorCal Supreme	Paid		\$150.00	\$0.00	\$150.00 USD
May 12, 2010	Debit Card ATM Withdrawal From	HAMILTON-GATE, NOVATO, CA	Completed		\$143.00	\$1.00	\$144.00 USD
Apr 16, 2010	Bill To	Russell Kramer	Pending		\$5,400.00	\$0.00	\$5,400.00 USD
Apr 15, 2010	Bill To	denise8de@hotmail.com	Pending		\$4,000.00	\$0.00	\$4,000.00 USD
Mar 25, 2010	Debit Card Signature Purchase To	BIZBUYSSELL 415-2844380 CA	Completed		\$199.90	\$0.00	\$199.90 USD
Mar 23, 2010	Debit Card ATM Withdrawal From	HAMILTON-GATE NOVATO CA	Completed		\$203.00	\$1.00	\$204.00 USD
Mar 18, 2010	Payment To	Jetimpex, Inc	Completed		\$65.00	\$0.00	\$65.00 USD

4/18/12 APR. 16, 2012 5:27PM

CREDIT TRAVEL

History - PayPal

NO. 6073 P. 4

All activity - Mar 17, 2010 to Apr 16, 2012

Date	Type	Name/Email	Payment status	Order status/Actions	Gross	Fee	Net amount
Sep 2, 2010	Payment For	GreatIdeas LLC	Completed		\$60.00	\$0.00	\$60.00 USD
Sep 2, 2010	Bill To	Lewis Byrd	Canceled		\$175.00	\$0.00	\$175.00 USD
Aug 25, 2010	Payment For	Jason Montana	Completed		\$300.00	\$0.00	\$300.00 USD
Aug 25, 2010	Payment From	GreatIdeas LLC	Completed		\$340.00	\$0.00	\$340.00 USD
Jun 8, 2010	Transfer To	Bank Account	Completed		\$550.00	\$0.00	\$550.00 USD
Jun 9, 2010	Bill To	Jim_McGulgan@capgroup.com	Pending		\$400.00	\$0.00	\$400.00 USD
Jun 9, 2010	Payment From	HS Consortium, Inc	Completed		\$500.00	-\$11.30	\$488.70 USD
Jun 8, 2010	Bill To	HS Consortium, Inc	Paid		\$500.00	\$0.00	\$500.00 USD
Jun 1, 2010	Transfer To	Bank Account	Completed		\$700.00	\$0.00	\$700.00 USD
Jun 1, 2010	Payment From	Michelle Brewer	Completed		\$800.00	-\$17.90	\$782.10 USD
May 31, 2010	Bill To	Michelle Brewer	Paid		\$800.00	\$0.00	\$800.00 USD
May 28, 2010	Transfer To	Bank Account	Completed		\$400.00	\$0.00	\$400.00 USD
May 28, 2010	Payment From	Kevin Daly	Completed		\$100.00	-\$2.50	\$97.50 USD
May 27, 2010	Bill To	Kevin Daly	Paid		\$100.00	\$0.00	\$100.00 USD
May 25, 2010	Payment From	Dennis Joyce	Completed		\$100.00	-\$2.50	\$97.50 USD
May 26, 2010	Payment From	Michael Johnson	Completed		\$100.00	-\$2.50	\$97.50 USD
May 25, 2010	Bill To	Dennis Joyce	Paid		\$100.00	\$0.00	\$100.00 USD
May 25, 2010	Payment To	HS Consortium, Inc	Completed		\$150.00	\$0.00	\$150.00 USD
May 25, 2010	Bill From	HS Consortium, Inc	Paid		\$150.00	\$0.00	\$150.00 USD
May 21, 2010	Payment From	Robert Carr	Completed		\$100.00	-\$2.50	\$97.50 USD

Sent By: .;

+++++;

Jun-20-12 4:08PM;

Page 1

John Boone

Subject: Copy: Call to delve further into the Ricoh Innovations solution
Location: Conference Bridge - 888.296.6828 -- Participant Code - 607324#
Start: Thu 12/30/2010 10:00 AM
End: Thu 12/30/2010 11:00 AM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer:

Hi John,

Here is our proposed agenda for the call:

- Quick introductions - Our CTO, Jon Greaves, will be joining the call.
- We've caught Jon up to speed with the your solution, as we understand it, thus far. Please let us know if we've missed anything.

You've created an application to run on tablet PCs to be used at hospitals and doctor's offices for the medical staff to input patient information. The tablet PCs will connect back to this environment via https to upload that data into this hosted component (HIPAA). Therefore, IO is critical in querying the DB for the data and during the anticipated thousands of concurrent connections. You're in need of a hybrid model of cloud type vms for the web front end and dedicated db servers on the backend. HA environment needed and, in the near future, another site as DR (HOR). Along with this design, you would like to stand up Engineering, Staging and Q&A environments, as well.

- Discuss how Carpathia's model would fit Ricoh Innovation's Hosting and Compliance needs. A Carpathia solution visio will be provided just prior to the call.
- Would this gel with your current project goals? Timeline expectations?

Hi John,

After talking about your solution with Dao, I think it would make a lot of sense to introduce you to Jon Greaves, our CTO, who built our cloud platform. He would bring a lot of mindshare to the call, as he was the Chief Technologist at Sun Microsystems for a few years just before coming to Carpathia and was the CTO at Sevenspace for 4.5 years before they were bought by Sun. He's also well versed in hosting compliance, thus aiding in the HIPAA discussion. This way you two could talk shop in reference to your solution design.

Sent By: .;

+++++;

Jun-20-12 4:09PM;

Page 2/6

With that said, Thursday would be perfect for the call; however, an hour call at 1pm or 4pm EST would work well for the Carpathia team. Would either of those times work for you?

I will send out an agenda for the call and any questions we may already have prior to COB today.

All the best,

[REDACTED] Campos

Account Executive

bcampos@carpathia.com

21000 Atlantic Blvd., Suite 500

Dulles, VA 20166

Voice: [REDACTED]

Mobile: [REDACTED]

Fax: [REDACTED]

<http://www.carpathia.com> > www.carpathia.com

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

Sent By: .;

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Jun-20-12 4:09PM;

Page 3/6

John Boone

Subject: GoGrid onsite meeting
Location: San Jose Office
Start: Wed 12/29/2010 9:30 AM
End: Wed 12/29/2010 1:30 PM
Recurrence: (none)
Organizer: John Boone

Demo and discuss cloud services

Attendees:

Peter F. (GG)
VP Sale (GG)
Michael (GG)
W. (Ricoh)
John B. (Ricoh)
Jesse L. (Ricoh)

Agenda:

1. Demo Product
2. Review Contract
3. Discuss Support
4. Multi-site support and Dashboard
5. Provisioning
6. Price

Sent By: .;

+++++;

Jun-20-1 4:10PM;

Page 4/8

John Boone

Subject: Copy: Lunch and DC Tour
Location: 2 Harrison Street, San Francisco CA, 94105

Start: Tue 12/7/2010 12:00 PM
End: Tue 12/7/2010 12:30 PM

Recurrence: (none)

Meeting Status:

Organizer:

When: Tuesday, December 07, 2010 12:00 PM-2:00 PM (GMT-08:00) Pacific Time (US & Canada).
Where: 2 Harrison Street, San Francisco CA, 94105

Note: The GMT offset above does not reflect daylight saving time adjustments.

Hi John,

Hopefully, Tuesday will work for you. Let's plan to meet at our main office and head straight to lunch from there. Does that sound good?

Best Wishes,

 Zavlaris

Sent By: .;

+++++;

Jun-20-12 4:10PM;

Page 5/6

John Boone

Subject:
Location:

Copy: Go Grid Cloud discussion and Presentation
2077 Gateway Place, Suite 200, San Jose Ca (Conference Malibu)

Start:
End:

Thu 12/2/2010 10:00 AM
Thu 12/2/2010 12:00 PM

Recurrence:

(none)

Meeting Status:

Organizer:

John W., Sree P, Jesse L., Larry G., Mike P.

Agenda:

Provisioning Virtual Machines (Who owns this one?) APPROVED by [REDACTED]
Contract SLA (Service Level Agreements) HOLD - legal review
Support Internal (Rich IT, and GG after hours) - APPROVED by [REDACTED]
Support External (GoGrid Consulting) - APPROVED by [REDACTED]
Failover plan - HOLD - waiting for Eng.
HA (High Availability test) Engineering APPROVED by Mike P

08/29/2012 000000447

Sent By: .;

+++++;

Jun-20-12 4:10PM;

Page 6/6

From: Whitsett [mailto:whitsett@ril.ricoh.com]
Sent: Monday, December 6, 2010 9:04 AM
To: John Boone [mailto:jboone@ril.ricoh.com]
Cc:
Subject: GOGRID SUPPORT

John

As agreed in the last DC selection meeting, we do not have the resources in house to manage the entire cloud infrastructure. As such, the Gogrid consulting option is approved. We still need an option to manage the online infrastructure 24/7.
Let's review your hiring plan during staff meeting next week.

I will be traveling back to Asia for three weeks so let's move quickly.

Whitsett
RicoH-EPT Director of Operations
2077 Gateway Place, Suite 200
San Jose, CA 95110